

No.RC(C)3(17)1/2019-2157

**Government of Himachal Pradesh
Office of the Pr. Resident Commissioner
27-Sikandra Road, Himachal Bhawan
New Delhi-110001.**

Contacts: 011-23716574, 011-23711964, 011- 23716124-25-26,

Dated: New Delhi-110001.

22 October, 2019.

SHORT NOTICE FOR INVITATION FOR BIDS (IFB)

**Renting out of Convention Hall and Art Galleries- I & II in the premises of the
Himachal Bhawan, 27 Sikandra Road, New Delhi-110001
on Annual Rent Basis**

Sealed Tenders are invited for renting out of Convention Hall and Art Galleries- I & II in the premises of the Himachal Bhawan, 27 Sikandra Road, New Delhi-110001 on Annual Rent Basis for a period of 2 years (from 15th November, 2019 to 14st November, 2021).

The Tender documents can be procured from the office of the Pr. Resident Commissioner, Govt. of Himachal Pradesh, Himachal Bhawan, 27, Sikandra Road, New Delhi-110001 from 25/10/2019 to 08/11/2019 upto 10:30 hrs. by paying Rs. 500/- plus GST in the shape of Demand Draft as Tender Form Cost, payable at Delhi. The bid document is also available online and can be downloaded from the site himachal.nic.in. The bid should be submitted on or before 8.11.2019 till 11:00 AM in the office of Pr. Resident Commissioner, Govt. of Himachal Pradesh, Himachal Bhawan, 27, Sikandra Road, New Delhi-110001.


**Deputy Resident Commissioner,
Govt. of HP, Himachal Bhawan
27, Sikandra Road, New Delhi-110001.**

Govt. of Himachal Pradesh
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TENDER DOCUMENT

1. The Pr. Resident Commissioner herein called Authority to manage the HP Govt. activities in Himachal Bhawan, New Delhi and has decided to lease/rent out spaces in the premises of Himachal Bhawan, under Public Premises Act only for a period of 2 (two) years.
2. The rent plus GST as applicable will be payable in advance on quarterly/monthly basis.
3. EMD for respective space will be payable by the bidders in shape of demand draft in favour of the Pr. Resident Commissioner and payable at Delhi. Apart from EMD the successful bidder will also submit security deposit as calculated or equal to two months rent whichever is higher.

BRIEF DESCRIPTION OF BIDDING PROCESS

1. Single stage one-step process will be adopted for selection of the bidder for award of the space.
2. Schedule of Bidding Process:
3. Key Dates:

1	<i>Date of publication</i>	24.10.2019 15:00 Hrs.
2	<i>Document sale/ Download start and End date of Tender Document</i>	25.10.2019 to 08.11.2019 upto 10:30 Hrs.
3	<i>Bid submission start and end Date</i>	25.10.2019 to 08.11.2019 upto 10:30 Hrs.
4.	<i>Pre bid meeting</i>	2.11.2019 at 3:00 PM
4	<i>Physical submission of EMD , Copy of documents and cost of tender Document</i>	08.11.2019 upto 11.00 Hrs.
5	<i>Date of opening of Financial Bid.</i>	08.11.2019 upto 12:00 Hrs.

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Terms & Conditions

1. The reserve price for the spaces will be as under:-

S. No.	Shop/Space	Area	Location	Reserve Price per day basis
1	Convention Hall	5645.77 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 45000/-
2	Art Gallery-I	592.44 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 10000/-
3	Art Gallery-II	583.08 Sq. Ft.	Himachal Bhawan, 27 Sikandra Road, New Delhi-1.	Rs. 8000/-

2. All the above mentioned spaces will be allotted for carrying out business other than food sale/eateries.
3. The successful bidder will have to submit the proof of the sound financial background e.g. latest Income Tax Return/ Annual Turnover etc.
4. The space will be rented out to the successful bidder on actual area mentioned as above and the Management shall have every right to inspect this area at any time and the bidder concerned shall have no objection for the same.
5. The spaces shall be given to the highest bidder for a period of 2 (two) years.
6. The rent plus GST as applicable will be paid on quarterly basis. In case party fails to pay the rent within 30 days for the due period, the agreement is deemed to be cancelled and party becomes unauthorized occupant in the premises.
7. The Security deposit as calculated or equal to 2 months' rent whichever is higher shall have to be executed by the successful bidder in favour of Pr. Resident Commissioner through Bank Draft which will be refunded without interest after expiry of agreement and clearing of all dues.
8. The stamp duty, registration charges, ground rent and other costs and expenses leviable on account of execution of agreement, the agreement deeds, if any to be executed, shall be borne by the successful bidder.



9. The rates & taxes levied by Govt. / Local authority from time to time shall be borne by the successful bidder.
10. All expenses towards the execution of the agreement shall be borne by successful bidder.
11. The bidder will use the allotted premises for running the activity for which the agreement will be signed and will in no case use the same for any other purposes/business.
12. The successful bidder will keep indemnified the Pr. Resident Commissioner Govt. of Himachal Pradesh, Himachal Bhawan for any claim arising out of any cause attributable to any act of omission & commission or any negligence or deficiency on the part of successful bidder.
13. The successful bidder shall not assign, transfer or sublet the premises or any part thereof to any person.
14. Both the parties shall have the option to terminate the agreement by giving one month's prior notice on either side.
15. On expiry or prior termination of the Agreement, the successful bidder shall hand over the peaceful possession of the premises to Himachal Bhawan and on its failure to do so, HP Govt. shall be entitled to enter the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over on as is where basis, free from all encumbrances is and the successful bidder shall not be entitled to any compensation thereof. The second party shall not be entitled to any refund or compensation or refund of the premium paid, on account of termination of the Agreement prior to the term of 2 (two) years for any reason, whatsoever.
16. If it is found that the property has been obtained by suppression of any fact or misstatement/misrepresentation or fraud, HP Govt. shall have unconditional right to take back the property and the facility thereon.
17. The successful bidder shall from time to time pay and discharge all rates, taxes, charges, statutory dues and assessments of every description which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon property rented out.
18. On the expiry of the Agreement period executed in this behalf, the above premises shall reverse to HP Govt. free of cost and land free from all encumbrances.
19. Event of circumstances to the extent not caused by the default of HP Govt. shall be considered for the purpose of this Agreement as event of default of the successful bidder which, if not cured within the time period permitted, if any, shall provide the HP Govt. the right to terminate this agreement by giving 30 days' notice in writing.



20. The successful bidder shall provide latest income tax, service tax, GST clearance certificate along with registration number & copy thereof, audited balance sheet, profit & Loss account for the last 3 years, AADHAR, PAN, Bank Account Details, Land and property record at the time of entering into Agreement.
21. Whatever modifications/additions/alterations would have been made by the successful bidder with the approval of the HP Govt. would be assets of the HP Govt. which would deem to be free from all encumbrances at the time of expiry of the agreement. No vacant space would be put to use by the bidder or any construction/encroachment carried out without the prior approval of the competent authority i.e. Pr. Resident Commissioner, Govt. of HP, Himachal Bhawan, New Delhi-1.
22. The HP Govt. would not be responsible for any damage caused due to unforeseen event and circumstances like natural calamities etc.
23. The agreement executed on this account shall stand terminated and legal action taken in case of any immoral activities is carried out in the premises.
24. All norms and regulations notified by the HP Govt. would strictly be followed by the successful bidder.
25. HP Govt. reserves the right to reject all or any tender without assigning any reason whatsoever.
26. Without prejudice to the generality of the foregoing, the following event shall also constitute an event of default of the successful bidder:-
 - a) The successful bidder fails to pay the security amount and amount of rent set forth in this Agreement, within the prescribed period therefore.
 - b) The successful bidder commits default in complying with any of the terms & conditions of the Agreement.
 - c) Any other event of default that has been set out in this bid or any other act which is against the interest of HP Govt.
27. In case of any dispute between the parties, the same shall be settled through Pr. Resident Commissioner, Himachal Bhawan, New Delhi-1., HP Govt. who act as arbitrator, whose decision shall be final and binding on both the parties.
28. This bid shall be governed by the laws of India/ Himachal Pradesh. The courts and authorities at Shimla shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.
29. No employee/ person except watchman of licensee shall be allowed to stay in the premises/ space in night hours.
30. The successful bidder shall have to provide identity card to his workers engaged in the premises and must obtain prior permission from the competent Authorities regarding the timing of loading, unloading and carriage of materials.
31. The successful bidder shall obtain the police permission etc. from the concerned authorities as the case may be and shall also be responsible to obtain permission



from any taxation or like such economic/local authority if the need may be. It shall be the exclusive responsibility of the successful bidder to obtain such permissions from such authorities and the HP Govt. shall not be responsible for any such illegality/violation of any rules or laws, if so committed by the licensee and so the timings shall also be adhered to.

32. The successful bidder shall not put up any hoardings, banners and any other form of advertisements in the premises of Himachal Bhawan. Advertising through electronic media/ video wall etc. is acceptable to the HP Govt. and also not violate any local rule or law. The successful bidder shall not use loud-speakers/other noise polluting instruments for advertisement/any other purpose. The successful bidder shall also ensure proper cleanliness in and around the premises.
33. The successful bidder shall maintain the ambience of the Himachal Bhawan up to the mark.
34. In case of fire or any incident occurred in the space provided, the successful bidder shall be wholly responsible and has to pay the damages.
35. Opening and closing time of space shall be 10.00 AM to 8.00 PM.
36. The lowest bidder shall submit an unconditional bank guarantee, issued by reputed banks including scheduled or nationalized bank to the tune of Rs. 3.29 Cr. for Convention hall, Rs.0.73 Cr. for Art Gallery-I, Rs.0.59 Cr. for Art Gallery – II.
37. The successful bidder should not have any criminal record or convicted by any court of law in India or abroad.
38. The Terms & Conditions of this bid shall come into force from the date of bidding.

-x-x-x-



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S.No	Name of the Shop/ space for leasing out	Reserve Price (Rs.)	Security Deposit	Bid Amount (Annual)	Amount in Words	EMD	Purpose for which Space to be used
1	2	3	4	5	6	7	8
1	Convention Hall (Area: 5645.77 Sq.Ft.)	Rs. 45000/- + GST Extra per day & EMD amount Rs.2,00,000/-	Rs.30,00,000/- or two month rent whichever is higher.				
2	Art Gallery-I (Area: 592.44 Sq.Ft.)	Rs.10000/- + GST Extra per day & EMD amount Rs. 1,00,000/-	Rs.6,00,000/- or two month rent whichever is higher.				
3	Art Gallery=II (Area: 583.08 Sq.Ft.)	Rs.8000/- + GST Extra per day & EMD amount Rs. 1,00,000/-	Rs.5,00,000/- or two month rent whichever is higher.				

It is certified as under:-

1. That I/we have seen/inspected/visited the specified space and we agree to take it on rental basis.
2. That I/We will be allotted specified area of the space and cost of any addition alteration or improvement to the existing structures will be borne by me/us, HP Govt. will not be liable for any loss to existing structure while vacating by existing occupants of the space.
3. I agree to pay all taxes as applicable from time to time in addition to the tendered amount.

Signature of the Authorized representative
Agency with seal/stamp